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Cook County Recorder 65.50

RELEASE OF MORTGAGE



This Document Prepared By and After Recording Please Mail To:

Richard J. Traub, Esq.  
PEDERSEN & HOUP  
161 North Clark Street  
Suite 3100  
Chicago, Illinois 60601

Above Space For Recorder's Use Only

**KNOW ALL MEN BY THESE PRESENTS**, That **ROBERT H. BAUER AND RUTH V. BAUER** ("Mortgagee"), having an address of 29652 Muirland, Farmington Hills, Michigan 48333, for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM unto **LISA A. BAUER AND KAREN M. BAUER WARNKE**, all the right, title, interest, claim or demand whatsoever Mortgagee may have acquired in, through or by a certain Mortgage, bearing date the 26th day of April, 1993, and recorded on November 30, 1993, in the Recorder's Office of Cook County, in the State of Illinois, as Document No. 93974487, to the premises situated in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, together with all the appurtenances and privileges thereunto belonging or appertaining

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Permanent Real Estate Index Number: 14-33-325-071-1013

Address of Premises: 1640 North Mohawk, Unit A, Chicago, Illinois 60614

IN WITNESS WHEREOF, this Release is executed as of this 30 day of November, 2001.

*Robert H. Bauer*  
Robert H. Bauer  
*Ruth V. Bauer with P.O.A.*  
*Ruth V. Bauer*  
Ruth V. Bauer

1/2  
To  
Send  
Abdom  
C97/5683  
First American Title Order

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STATE OF Michigan )  
 ) SS.  
COUNTY OF Oakland )

I, JANE A TOOMAJIAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ROBERT H. BAUER AND RUTH V. BAUER**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 30<sup>th</sup> day of November, 2001.

Jane A Toomajian  
NOTARY PUBLIC  
Commission Expires 10-21-05

JANE A. TOOMAJIAN  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Oct 21, 2005

Property of Cook County Clerk's Office

## EXHIBIT A

### **Legal Description**

PARCEL 1: UNIT NUMBER 1640A, IN THE ST. MICHAEL'S MEWS I CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; CERTAIN LOTS AND PARTS OF LOTS AND ALLEYS WHICH INCLUDES ALL LOTS AND PORTIONS FORMERLY USED FOR THE OPENING OF OGDEN AVENUE IN C.J. HULL'S SUBDIVISION OF BLOCK 53 OF CANAL TRUSTEE'S SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26089249 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF GARAGE SPACE G-2, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 36089249.

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DURABLE  
POWER OF ATTORNEY

OF

ROBERT H. BAUER

---

Property of Cook County Clerk's Office

Prepared by:

SMITH & MABLEY, PLC  
David L. Smith, Esq.  
31313 Northwestern Highway  
Suite 215  
Farmington Hills, Michigan 48334  
(248) 737-4550

# UNOFFICIAL COPY

DURABLE POWER OF ATTORNEY

0020037440

OF

ROBERT H. BAUER

Know all men by these presents that I, ROBERT H. BAUER of 29652 Muirland, Farmington Hills, Michigan 48334, do hereby make, constitute and appoint RUTH V. BAUER of 29652 Muirland, Farmington Hills, Michigan 48334, my true and lawful attorney in fact, and in the event RUTH V. BAUER shall die, decline in writing to act as my attorney in fact, resign, be removed or become disabled or otherwise unable to act, I make, constitute and appoint KAREN M. BAUER-WARNKE, of 1808 Elm Ct., Sleepy Hollow, Illinois 60118, as my attorney in fact, for me and in my name, place, and stead and on my behalf:

1. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, estate, trust, item, transaction, thing, business, property, real or personal, wherever located, tangible or intangible, or matter whatsoever.

2. To request, ask, demand, sue for, recover, collect, receive, invest and reinvest in, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, claims, demands, notes, interest, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, social security benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to, me or in which I have or may hereafter acquire any interest; to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, settle, compromise, submit to arbitration, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts or other sufficient discharges for the same; to renew from time to time any note or other obligation.

a. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, letters of intent, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, assignments separate from certificate, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of

the rights and powers herein granted.

3. To bargain, assign, option, contract or agree for, acquire, purchase, secure, demise, grant, remise, convey, exchange, release, or sell, for cash or on credit, or both, and at public or private sale, any real or personal property or any interest therein whatsoever, including any limited partnership, partnership or joint venture interest, and to invest and reinvest my real and personal property, or the proceeds thereof, in such assets, real or personal, wherever located, as my attorney in fact may deem proper.

a. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew; to maintain, repair, improve, manage, develop, subdivide, exchange, plat, partition, change the character of, surrender or abandon, dedicate to public use, make or obtain the vacation of plats and adjust boundaries, adjust differences in valuation on exchange or partition by giving or receiving consideration, dedicate easements to public use without consideration, or otherwise deal with any real or personal property whatsoever or any interest therein, upon such terms as in the discretion of my attorney may seem expedient and proper; to insure any assets owned by me against damage or loss, and to encumber, mortgage, or pledge any such property or any interest therein.

b. To execute, acknowledge, seal and deliver any document, including but not limited to, deeds, mortgages, land contracts, closing agreements, and leases necessary to effect the sale or purchase, or any other action with regard to any real or personal property or any interest therein.

c. The powers granted herein shall be applicable to any real property owned by me, (including any interest which I hold with any other person as joint tenants, as joint tenants with full rights of survivorship, or as tenants by the entireties) including, but not limited to the property described in the Schedule(s) attached hereto.

4. To vote any security owned by me, in person or by general or limited proxy; to exercise any other rights incident to the ownership of any such security; to consent to or join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures, and liquidations, and in connection therewith to deposit securities with or under the direction of any protective committee under such terms as my attorney may deem advisable, and to accept and hold any securities or other property received through the exercise of any of the foregoing powers; to pay any assessments, expenses and sums of money which my attorney may deem expedient or which may be required for the furtherance of my interests with reference to any such properties, securities or plan; and to do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

a. To sell, assign, or transfer any shares of stock belonging to me and, for that

purpose, to make, execute and deliver all necessary assignments or other instruments of transfer and to receive the purchase price or other consideration for such stock and to give a receipt or receipts for the same and generally to do all lawful acts necessary to bring about such transfer.

b. To establish and maintain one or more accounts, which may be margin accounts, for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short sales), possessing, transferring, exchanging, pledging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with: (a) any and all forms of securities, including but not by way of limitations, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and (b) any and all commodities and/or contracts for the future delivery thereof, whether represented by trust, participating and/or other certificates or otherwise.

5. To draw, make, endorse, execute, acknowledge, sign in my name, receive, deliver and accept, and process drafts, checks, receipts for monies, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, savings or checking account which I may have in my sole name or in joint name with my spouse or other person(s), in any financial institution, for any purpose which my attorney may determine to be advisable or proper; and negotiate and endorse in my name and deliver drafts, checks, notes, bills, certificates or deposit, money market instruments, commercial paper, bills of exchange or other instruments for the payment of money; to deposit such instruments, as cash or for collections, and cash into any commercial, savings or checking accounts(s) which I may have in my sole name or jointly with my spouse or other person(s), in any financial institution; and to carry on all my ordinary banking business.

a. To establish and maintain one or more bank, savings and loan, money market and other accounts, safe deposit boxes, and other accounts.

b. To have access to, and in all other ways deal with, such safe deposit box(es) and the contents thereof, as may be leased by me either alone or with others.

c. To borrow any sum or sums of money on such terms and with such security, whether real or personal property, as my attorney may deem proper, and for that purpose to execute, acknowledge and deliver all promissory notes, bonds, mortgages, pledges, guarantees, and other instruments which my attorney deems necessary or proper.

6. To employ, compensate and discharge domestic, medical and professional personnel, including brokers, banks, custodians, investment counsel or advisors, attorneys, trustees, accountants, real estate brokers, therapists, doctors, nurses, companions, servants, and other agents, and to delegate to them such of the rights, powers and duties herein conferred on my attorney as my attorney deems proper, without liability for any mistake or default of any such person selected or



retained with reasonable care and prudence; and to waive any attorney-client or physician-patient privilege.

a. To renounce, resign or decline to act in, any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

7. To pay, settle and compromise any and all bills, notes, loans, or other forms of indebtedness owned by me at the present time, or which may be owned by me, or my attorney hereunder on my behalf, at any time in the future, and to incur and pay from any of my assets all reasonable expenses in connection with the management, control, and supervision of my property and the maintenance, care, support and comfort of myself and those dependent upon me, together with the fees and charges of the agents, attorneys, accountants or others employed by my attorney in the exercise of discretion in the management of my affairs.

8. To represent me in all tax matters in regard to any tax year, and in regard thereto, to prepare, execute, make elections in regard to, and file reports, returns, forms, declarations, and statements for any and all federal, state, and/or local tax purposes including where appropriate, income, real estate, FICA, gift, payroll tax, personal property, single business tax, intangibles tax, or any other kind of tax whatsoever; to pay such taxes and any interest or penalty thereon or additions thereto; to join with my spouse, in the execution and filing of any joint income tax return; to make and file requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitations, protests, objections, claims for abatement, refund or credit in connection with any such tax proposed, levied or paid; to sign, as may be required by Sections 2032A, 2513 or any other section of the United States Internal Revenue code of 1954, as amended, or any corresponding section of any future United States law any consent or agreement on my behalf to an alternate valuation or to having one-half (1/2) of any gift(s) made by my spouse considered as made by me; to allocate any generation-skipping tax exemption to which I am entitled; to represent me and in that connection to institute and prosecute any actions in court or before any administrative authority to contest or protest any such tax in whole or in part or to recover any amount paid on any such tax; to defend, compromise or settle any amount paid in respect of any such tax; to give full receipt for any credit or refund, and to endorse and collect any check or other voucher therefore and to sign closing agreements; to pay any such taxes and any interest, penalty or other additional amounts; and grant powers of attorney or letters of appointment for any of the foregoing purposes.

a. To renounce and disclaim in whole or in part, any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession or otherwise; to release or abandon any property or interest in



property or powers which I may now or hereafter own or hold, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share, in any estate or under any will. In exercising such discretion, my Attorney-in-fact may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, or the estate of my spouse, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that my Attorney-in-fact shall make no disclaimer that is expressly prohibited by other provisions of this instrument.

9. To apply for a Certificate of Title upon, and endorse and transfer title regarding, any automobile or other motor vehicle, boat, aircraft, of mine or in which I have any present or future interest and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrance, except those set forth in such transfer document.

10. To begin, prosecute, enforce or abandon, defend, answer, oppose, confess, maintain, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which I am or may hereafter be or claim to be interested, or in which any of my property, right, title, interest or estate may be concerned.

11. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name.

a. To establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for such purposes as my attorney-in-fact shall deem appropriate, including but not limited to any purpose for which this instrument was created.

12. To have and possess the rights of an owner with respect to any life insurance policy or annuity contract acquired or held in my name, including, without limiting the generality of the foregoing, the rights to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values or proceeds of matured endowments; to obtain and receive from the issuing insurance company such advances or loans on account of any such policy as may be available; to sell, assign, redeem or pledge the policy; to surrender the policy; to change or designate the beneficiary of any policy; to exercise any option or privilege granted in the policy; and to purchase and hold annuities and all other forms of insurance policies. However, my attorney shall have no authority over life insurance policies which I may own on my attorney's life.

a. To purchase, maintain, surrender, collect, or cancel (a) liability insurance protecting me and my estate against third party claims, (b) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (c) casualty insurance insuring assets of mine against loss of damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such

policy, to pursue all insurance claims on my behalf, to adjust insurance losses; and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation.

13. To exercise all options and powers involving retirement programs (including Individual Retirement Accounts), Tax Deferred Annuity Contracts, Tax Sheltered Annuity Contracts, Qualified Pension Annuity Contracts, Single Premium Deferred Annuity Contracts, Annual Premium Deferred Annuity Contracts, compensation plans, pension, profit sharing and other types of retirement or employee benefit plans, and to transfer the same or the proceeds thereof to the Trustee(s) in accordance with paragraph 17 hereof.

14. To apply to any governmental agency for any benefit or government obligation to which I may be entitled now or at any time in the future, to endorse any drafts or checks made payable to me from any government agency for my benefit.

a. To utilize all lawful means and methods to allow me to qualify for Medicaid, including to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf. The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits, or divesting me of such assets. In any divestment action or asset conversions, I direct that my Attorney-in-fact, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Attorney-in-fact whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt such plan, then my Attorney-in-fact is directed to use my Attorney-in-fact's best efforts to restore such plan as and when the opportunity to do so is available to my Attorney-in-fact. If a transfer of cash by my Attorney-in-fact is made to a pecuniary legatee under my will, my Attorney-in-fact shall ensure that such transfer is deemed a satisfaction of such legacy, pro tanto.

15. With respect to any business enterprise which is held, whether as sole proprietor, holder of the outstanding stock of a corporation, or in partnership, by the undersigned:

a. To continue, modify, renegotiate, extend, and terminate any contractual arrangements made with any person, firm, association, or corporation whatsoever by or on behalf of such business, prior to the date of this instrument;

b. To determine the policy of such enterprise as to the location of the site or sites to be utilized for its operation as to the nature and extent of the business to be undertaken by it, as to methods of manufacturing, selling, merchandising, financing, accounting, and advertising to be employed in its operation, as to the amount and types of insurance to be carried, as to the mode of securing, compensating and dealing with accountants, attorneys, servants, and other agents and employees required for its operation; to agree and to contract, in any manner, and with any person and on any terms, which my attorney deems to be desirable or necessary for effectuating any or all of such decisions of my attorney as to policy; and to perform, rescind, reform, release, or modify any

such agreement or contract made by or on behalf of such business;

c. To change the name or form of organization under which such business is operated and to enter into such partnership agreement(s) with other persons or to organize or reorganize such corporation(s) to take over the operation of such business, or any part thereof, as my attorney shall deem to be desirable or necessary;

d. To demand and receive all monies which are, or may become due to me, or which may be claimed by me, or on my behalf, in the operation of such enterprise, and to control and disburse such funds in the operation of such enterprise in any way which my attorney shall deem to be desirable or necessary, and to engage in any banking transactions which my attorney shall deem to be desirable or necessary for effectuating the execution of any of the powers described in this instrument;

e. To merge, consolidate, incorporate, reorganize, recapitalize, dissolve, or sell, liquidate said business at such price and upon such terms as my attorney shall consider proper; to name, elect, employ, or change officers, directors, or employees and to expand, limit, alter, incorporate, merge or reconstitute such business in any way my attorney deems advisable;

f. In the absence of actual notice to the contrary, my attorney may accept as correct financial or other statements rendered by the managers of the business or corporation from time to time as to its condition and operations and shall in no way be liable for any loss resulting from the operation of such business or acts of its officers and directors, except where such loss is the result of my attorney's negligence, misconduct or gross negligence. The authority and powers granted by this paragraph 15 are subject to and subordinate to any contract or agreement in conflict therewith, wherein I have provided for the sale or other disposition of the said business in the event of my death, disability or incompetency.

16. To enter into any transaction authorized by this instrument, as joint tenant or owner, with any person or the legal representatives of any estate or with the Trustee of any trust estate notwithstanding the fact that my attorney may also be a legal representative of any such estate or a trustee of any such trust estate.

17. To terminate savings, checking, safekeeping, agency, investment advisory and custody accounts in my name alone or with others, at any bank, savings and loan, or broker, by directing that all or any part of the balance therein, including all cash, stocks, bonds and other securities and property, subject to any indebtedness secured thereby, be transferred and delivered to the then acting Trustee(s) under a certain Trust Agreement described in the Addendum attached hereto.

a. To transfer and convey to said Trustee(s) any or all assets now or at any time hereafter standing in my name (or representing my interest in assets owned jointly, commonly or otherwise with any other person or persons), including, without limitation, real estate, ownership

rights in insurance policies of all kinds, cash, checks (particularly government and insurance checks), stocks, bonds, and securities of all kinds.

b. To purchase United States of America Treasury Bonds including bonds purchased at a discount but redeemable at face value for said Trust, and to borrow money and obtain credit in my name solely for such purpose; and in connection therewith to make, execute, endorse and deliver any and all necessary or desirable promissory notes, bills of exchange, drafts, agreements or other obligations; and as security therefor to pledge, mortgage or assign any stock, bonds or securities or other property which I may own or in which I may have an interest; and to arrange for the safekeeping and custody of any such Treasury Bonds.

c. To transfer any and all assets enumerated in paragraph 17 and 17 a. hereof into my Spouse's name alone, or into the name of my Spouse and myself, with or without rights of survivorship. This power may be exercised even if my attorney in fact is my Spouse.

d. To withdraw and receive on my behalf income and/or principal of any Trust to which I may be entitled

18. My then acting Attorney-in-Fact, with the consent of any other person who shall qualify as my Spouse or issue, shall have the power and authority to make gifts and transfers, either outright or in trust, to my Spouse, and my children and their issue and spouse (if any), including my Attorney-in-fact, if he/she is my Spouse or one of my children, in any amounts, and further, transfers which constitute Qualified Transfers under the Internal Revenue Code as amended to pay directly to the provider on behalf of such persons tuition or medical costs. In the event my Attorney-in-Fact shall be for any reason disqualified from exercising the power to make gifts or transfers granted by this provision, he/she may request that the members of the Committee (other than himself/herself) appointed in Article Third of the Trust referred to in the Addendum attached hereto, appoint, by a unanimous vote, a special Attorney-in-Fact, who shall be qualified to exercise the power to make such gifts or transfers, and whose powers shall be limited to the exercise of the power to make gifts or transfers granted in this provision. In making any gifts or transfers under this provision, my Attorney-in-Fact, to the extent reasonably possible, shall avoid disrupting the dispositive provisions of my estate plan as embodied in my Will or in the Trust referred to in the Addendum attached hereto. If it is necessary to disrupt such plan, then my Attorney-in-Fact is directed to use his/her best efforts to restore such plan as and when the opportunity to do so is available to my Attorney-in-Fact. If a gift or transfer of cash by my Attorney-in-Fact is made to a pecuniary legatee under my will, or a beneficiary under the said Trust, my Attorney-in-Fact shall ensure that such gift or transfer is deemed a satisfaction of such legacy or distribution, pro tanto, and that the gift or transfer made by my Attorney-in-Fact is not considered to be in addition to such legacy or distribution.

19. To have access to medical records and information to the same extent that I am entitled to, including the right to disclose the contents to others;

20. I grant to said attorney in fact full power and authority to do, take, and perform



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all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

21. This instrument is to be construed and interpreted as a general and durable power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.

22. I hereby nominate and appoint my attorney in fact and if my attorney in fact shall fail, refuse, or be unable to act, then I nominate and appoint my alternate attorney in fact to serve as my guardian, conservator, or similar fiduciary, if a court of competent jurisdiction, after proper finding, proposes to make such an appointment. If my nomination is not authorized by law, I strongly urge such court to appoint this person as my guardian, conservator, or similar fiduciary.

23. This instrument may be revoked by me at any time by written notice to my attorney, provided that I am competent at the time of such revocation. If a guardian is appointed over my estate, he shall have authority to revoke this power of attorney. I hereby authorize my attorney to deliver this instrument to such persons from time to time as he deems appropriate, PROVIDED that my attorney shall keep a record of the names and addresses of all such recipients hereof in a place where I or my representatives can obtain immediate access thereto, upon notice to my attorney or the duly authorized representatives, guardians or conservators thereof. My attorney shall use his best efforts to assure that the dissemination or any recording of this instrument on any registry of deeds does not go beyond my reasonable needs, as my attorney shall deem appropriate.

24. In the event I am disabled, as established upon the determination of two (2) licensed doctors of medicine or osteopathy, as evidenced by signed "certificates of incapacity", the members of the Committee established pursuant to Article Third of the Revocable Living Trust, referred to in the Addendum attached hereto, shall have the right, upon written notice to any person then acting as my attorney in fact hereunder, to replace my attorney in fact with another person who shall have all the powers, rights, duties and obligations set forth herein, or to appoint a Special Attorney in Fact hereunder whose powers may be limited to the exercise of any specific power or election granted hereunder.

25. My attorney shall serve without compensation hereunder, but shall be entitled to reimbursement, out of my estate, for his or her out-of-pocket expenses incurred in service hereunder, including any reasonable legal fees or costs my attorney deems necessary in connection with my estate and his actions hereunder.

26. My attorney shall not be liable for ordinary negligence in service hereunder, but shall be liable to my estate or myself for gross, reckless or intentional acts that are held to be such by a court of competent jurisdiction.

27. The following restrictions shall apply to this Power of Attorney:

- a. This instrument does not constitute a trust.
- b. My attorney cannot execute a will or codicil on my behalf.
- c. My attorney shall not exercise or be vested with any incidents of ownership in any insurance policies on my attorney's life, owned by me.
- d. My attorney cannot use my assets for the personal use of my attorney or commingle my assets with those of my attorney.
- e. My attorney is a fiduciary, but shall have no general or limited power of appointment by virtue of this instrument over any of my assets.
- f. My attorney shall not exercise any powers which I received from my attorney in a fiduciary capacity, and my attorney shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in my attorney's estate for the purpose of the Federal Estate Tax or any state inheritance or estate tax.
- g. My attorney shall be prohibited (except as specifically authorized in this instrument) from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my attorney, my attorney's estate, my attorney's creditors, or the creditors of my attorney's estate, (b) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such disclaimed assets to pass directly or indirectly to my attorney or his or her estate, (c) using my assets to discharge any of my attorney's legal obligations, including any obligation of support which my attorney may owe to others (excluding those whom I am legally obligated to support).
- h. Notwithstanding any provision of this instrument to the contrary, under no circumstances shall an attorney in fact who is beneficially interested in the exercise or non-exercise of any power or election exercisable in a fiduciary capacity and granted by this instrument or by law, participate in the decision to exercise or not to exercise the power or election, except to the extent that such power or election is limited so as to prevent the creation of a general power of appointment in the attorney in fact. The power or election shall be exercised or not exercised by an attorney in fact who is not beneficially interested in the exercise or non-exercise of the power or election without the consent, joinder or participation of the attorney in fact, while acting as an attorney in fact who is beneficially interested in the exercise or non-exercise. If there is no attorney in fact who is not beneficially interested in any such power or election, such discretion shall not be exercisable until an attorney in fact is appointed who is capable of exercising the same; and in such circumstances, a Special Attorney in Fact may be appointed by the members of the Committee established pursuant to Article Third of the Revocable Living Trust referred to in the Addendum attached hereto, whose powers may be limited to the exercise of such power or election. This paragraph shall be



unequivocally construed to prevent the creation of a general power of appointment over income or principal of my assets in my attorney in fact based on the discretion given my attorney in fact in this instrument.

28. Third parties may rely upon the factual certificates of my attorney as to all matters relating hereto and to any power granted to my attorney and no person who may act in reliance upon the factual certificates of my attorney or the authority granted to my attorney shall become liable to me or my estate as a result of such reliance, and for the purpose of inducing third parties to rely on this power of attorney, I warrant that, if this power of attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless from any loss suffered, or any liability incurred, by such third party by virtue of his good faith reliance upon the authority of my attorney prior to such third party's actual knowledge of revocation or termination of this power of attorney, whether revocation or such termination is by operation of law or otherwise. This warranty shall be deemed to bind my successors, heirs, devisees, next-of-kin, and personal representatives.

29. Photographic or other reproductions of this executed power may be made and delivered by my attorney and may be relied upon by any person to the same extent as though such copy were an original hereof, provided the original is exhibited to the person receiving such copy. Anyone who acts in reliance upon any representation or certificate of my attorney, or upon a reproduction hereof, shall not be liable for permitting my attorney to perform any act pursuant to this power.

30. I hereby revoke all Durable Powers of Attorney executed by me at any time prior to the date hereof.

31. My attorney-in-fact shall have the power to sue any person or entity who refuses to honor this Durable Power of Attorney for any injury, damages or lost opportunity that results from such refusal.

32. This instrument is executed and delivered in the State of Michigan and the laws of the State of Michigan shall govern all matters with respect hereto.

33. This durable power of attorney shall not be affected by disability of the principal, except as provided by statute, and such rights, powers, and authority as are granted herein shall remain in full force and effect until termination by written notice by me. The authority of my attorney shall be exercisable notwithstanding my later disability or incapacity or later uncertainty as to whether I am alive. Any act done by my attorney during any period of my disability or incompetency or during any period of uncertainty as to whether I am alive shall have the same effect as though I were alive, competent and not disabled, and shall inure to the benefit of and bind me, my heirs, devisees, and personal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on JUN 14 2001 at Farmington Hills, Michigan.



# UNOFFICIAL COPY

ADDENDUM TO DURABLE POWER OF ATTORNEY

OF

0020037440

ROBERT H. BAUER

The Power of Transfer established in paragraph 17 of the Durable Power of Attorney of ROBERT H. BAUER shall apply to:

The ROBERT H. BAUER Revocable Living Trust, executed by ROBERT H. BAUER as Settlor and Initial Trustee on February 11, 1987.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0020037440

SCHEDULE B  
for Durable Power of Attorney of  
ROBERT H. BAUER

1. Land situated in the Township of Farmington County of Oakland and State of Michigan,

to-wit:

Lots 731 and 732, Oaklands, a Subdivision of part of the southeast 1/4 of Section 3,  
Township of Farmington, Oakland County, Michigan, as recorded in Liber 38, Page  
16 of Plats, Oakland County Records.

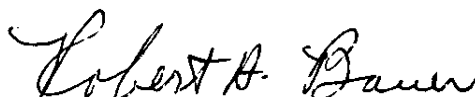
Tax Identification Number:

Commonly known as: 29652 Muirland, Farmington Hills, Michigan

2. Land situated in the County of Cook and State of Illinois, to-wit:

See Attached Legal Description - EXHIBIT A

Dated: JUN 14 2001

  
ROBERT H. BAUER

# UNOFFICIAL COPY

Exhibit A

0020037440

## Legal Description

PARCEL 1: UNIT NUMBER 1640A, IN THE ST. MICHAEL'S MEWS I CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; CERTAIN LOTS AND PARTS OF LOTS AND ALLEYS WHICH INCLUDES ALL LOTS AND PORTIONS FORMERLY USED FOR THE OPENING OF OGDEN AVENUE IN C.J. HULL'S SUBDIVISION OF BLOCK 53 OF CANAL TRUSTEE'S SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26089249 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF GARAGE SPACE G-2, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 36089249.

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0020037440

Re: Direction to Interim Trustee to Act

Before using the Direction to Act form, fill in the current date on the date line.

Property of Cook County Clerk's Office



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0020037440

## DIRECTION TO INTERIM TRUSTEE TO ACT

Pursuant to the provisions of an Agreement of Trust dated February 11, 1987, the undersigned, Settlor and Initial Trustee, of such Trust Agreement, hereby requests and directs KAREN M. BAUER-WARNKE to assume the duties of Trustee as Interim Trustee under such Agreement and to carry out the duties of Trustee until such time as I shall otherwise direct in writing or until incapacity shall be established pursuant to Paragraph 1.1 of such Trust Agreement.

*Robert H. Bauer*

ROBERT H. BAUER

WITNESS:

*Cynthia H.*

*Regina M. Lasso*

Dated: \_\_\_\_\_

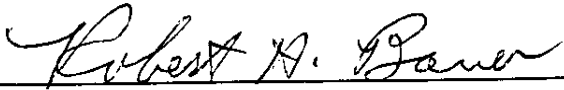
Property of Cook County Clerk's Office

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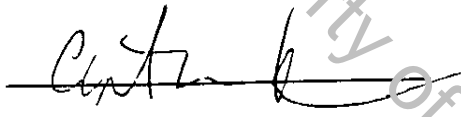
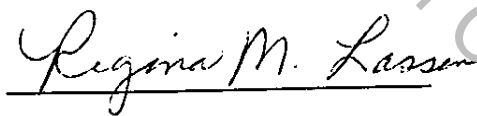
0020037440

## DIRECTION TO INTERIM TRUSTEE TO ACT

Pursuant to the provisions of an Agreement of Trust dated February 11, 1987, the undersigned, Settlor and Initial Trustee, of such Trust Agreement, hereby requests and directs LISA A. BAUER to assume the duties of Trustee as Interim Trustee under such Agreement and to carry out the duties of Trustee until such time as I shall otherwise direct in writing or until incapacity shall be established pursuant to Paragraph 1.1 of such Trust Agreement.

  
\_\_\_\_\_  
ROBERT H. BAUER

WITNESS:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Regina M. Lassen

Dated: \_\_\_\_\_

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# UNOFFICIAL COPY

0020037440

## DIRECTION TO INTERIM TRUSTEE TO ACT

Pursuant to the provisions of an Agreement of Trust dated February 11, 1987, the undersigned, Settlor and Initial Trustee, of such Trust Agreement, hereby requests and directs RUTH V. BAUER to assume the duties of Trustee as Interim Trustee under such Agreement and to carry out the duties of Trustee until such time as I shall otherwise direct in writing or until incapacity shall be established pursuant to Paragraph 1.1 of such Trust Agreement.

Robert H. Bauer  
ROBERT H. BAUER

WITNESS:

Cynthia H.

Regina M. Lasso

—Dated: \_\_\_\_\_

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